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CALLEEN B. PESHELL, Recorder
Filed By LMO
For W L HOMES LLC
TOOELE COUNTY CORPORATION

WHEN RECORDED, PLEASE MAIL TO:

W.L. Homes LLC,
dba John Laing Homes-Utah Division
c/o David R. Prolo
3653 West 1987 South
Building 7
Salt Lake City, Utah 84104

**THIRD AMENDMENT
TO THE
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE VILLAGE AT COUNTRY CROSSING NEIGHBORHOOD
PHASE A, PLAT A,

THE COTTAGE AT COUNTRY CROSSING NEIGHBORHOOD
PHASE A, PLAT 1, AND

A PORTION OF LAKESIDE SUBDIVISION NO. 3**

Dated June 26, 2001

NOTE: Capitalized terms utilized throughout this instrument shall be defined to have the same meaning as in the Declaration.

RECITALS

A. That certain Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Country Crossing Neighborhood Phase A, Plat A, The Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated July 14, 2000, has been executed by WL Homes, a Delaware Limited Liability Company, d.b.a. Watt Homes-Utah Division (the "Grantor"), and duly recorded in the office of the Tooele County Recorder, State of Utah, on July 17, 2000, as Entry No. 150033, in Book 0630, beginning at Page 0289 of Records (the "Original Declaration").

B. In order to correct an error in the description of the real property described in Article I A. of the Original Declaration, the Original Declaration was amended by that certain Amendment Correcting the Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Country Crossing Neighborhood Phase A, Plat A, The Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated August 3, 2000, executed by WL Homes, a Delaware Limited Liability Company, d.b.a. Watt Homes - Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on October 2, 2000, as Entry No. 153404, in Book 0641, beginning at Page 0425 of Records (the "First Amendment").

C. The Original Declaration, as amended by the First Amendment, was amended by the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Country Crossing Neighborhood Phase A, Plat A, The Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3, dated October 4, 2000, executed by WL Homes, a Delaware Limited Liability Company, d.b.a. John Laing Homes - Utah Division, which was duly recorded in the office of the Tooele County Recorder, State of Utah, on November 8, 2000, as Entry No. 155046, in Book 0646, beginning at Page 0614 of Records (the "Second Amendment").

D. The real property more particularly described in the Original Declaration as amended by the First Amendment and by the Second Amendment (the "Property"), is subject to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth in the Original Declaration, as amended, to: (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Grantor, and its successors-in-interest, and all other persons or entities who may subsequently acquire an interest in the Property consistent with a general master plan approach, and (iii) create a residential development of high quality;

E. Section 11.01 of the Original Declaration expressly provides that:

Additional property may be annexed and brought within the provisions of this Declaration by the Grantor, at any time, without the approval of any Owner or the Association. To annex additional property, the Grantor shall record an amendment to this Declaration which shall describe the additional property to be annexed, and the Grantor may supplement this Declaration with additional or different Covenants and Restrictions applicable to the annexed property, as the Grantor may deem appropriate, and the Grantor may delete or modify such covenants as are contained herein which the Grantor deems inappropriate for the annexed property. Upon such annexation, the Owners of the Lots within the

annexed property shall become members of the Association with the same rights, privileges and obligations as all other members. The amendment of this Declaration as authorized by this Section, to annex additional property, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 12.02 of this Declaration. Notwithstanding the foregoing, it is anticipated that each annexed parcel shall be developed and platted as a separate and distinct subdivision and the annexation thereof shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plat for any prior subdivision comprising the Property governed by the provisions of this Declaration.

F. W.L. Homes, LLC., a Delaware Limited Liability Company, d.b.a. John Laing Homes - Utah Division, as the legal successor-in-interest to the Grantor, at this time desires to annex and bring this additional Property owned by it as hereinafter described (the "Annexation Property"), within the provisions of the Original Declaration, as amended, and to subject the Annexation Property to the covenants, conditions, restrictions, easements, reservations, limitations, and equitable servitudes set forth in the Original Declaration, as amended.

G. The Annexation Property, situated adjacent to the Property in Tooele County, State of Utah, is being developed and platted as separate and distinct subdivisions and is more particularly described as follows:

Picket Lane at Country Crossing Neighborhood Phase A, Plat 3

Commencing at the Center of Section 21, Township 2 South, Range 4 West, Salt Lake Base and Meridian; thence North 89°47'00" East along the quarter Section line 681.852 feet; thence South 00°13'00" East perpendicular to said quarter Section line 975.194 feet to the southeast corner of Lot 243 of Picket Lane at Country Crossing Neighborhood Phase A, Plat 2, said point also being the POINT OF BEGINNING; thence South 00°12'47" East 229.397 feet; thence South 89°47'13" West 12.195 feet; thence South 00°12'47" East 180.000 feet to the north line of Lot 3 of Country Crossing Neighborhood - Amended as recorded in Book 606 at Page 403 in the office of the Tooele County Recorder; thence South 89°47'13" West 579.525 feet along the north line of said Lot 3 to the east right-of-way line of a future Aberdeen Lane; thence North 00°11'27" West along said future right-of-way line 368.089 feet to the southwest corner of Lot 213 of said Picket

Lane at Country Crossing Neighborhood Phase A, Plat 2; thence along the south boundary of said Picket Lane at Country Crossing Neighborhood Phase A, Plat 2 the following six (6) courses: North 89°53'48" East 122.267 feet; thence North 89°47'13" East 60.000 feet; thence North 00°12'47" West 22.720 feet; thence North 89°47'13" East 300.000 feet; thence North 00°12'47" West 18.822 feet; thence North 89°47'13" East 109.310 feet to the POINT OF BEGINNING.

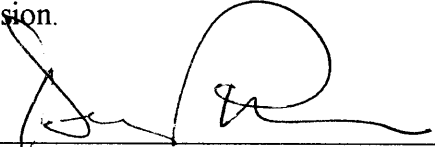
Containing 5.2070 acres, 26 Lots

NOW, THEREFORE, pursuant to and in conformance with the provisions of Section 11.01 of the Original Declaration, as amended, the Grantor hereby amends the Original Declaration, as amended, and declares that:

1. The Annexation Property as described above, and each lot, tract or parcel thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to and in conformance with all of the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes ("Covenants and Restrictions") set forth in the Original Declaration, as amended, the terms and provisions of which are incorporated by this reference as though fully set forth herein.
2. There shall be no additional or different covenants and restrictions imposed by this Amendment which are applicable to the Annexation Property, nor shall any of the Covenants and Restrictions set forth in the Original Declaration, as amended, be deleted or modified with respect to the Annexation Property.
3. The Owners of Lots within the Annexation Property shall become members of the Association with the same rights, privileges and obligations as all other Members.
4. The annexation of the Annexation Property hereto shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plats for the Property.
5. This amendment to the Original Declaration, as amended, is made pursuant to an in conformance with the provisions of Section 11.01 of the Original Declaration, as amended, and is expressly excluded from the requirements of Section 12.02 of the Original Declaration, as amended. Except for the amendment provided herein with respect to the annexation of the Annexation Property, the Original Declaration, as amended, remains in full force and effect and otherwise operates and is enforceable in accordance with its terms.

IN WITNESS WHEREOF the WL Homes, a Delaware Limited Liability Company, d.b.a. John Laing Homes-Utah Division, has executed this Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Country Crossing Neighborhood Phase A, Plat A, The Cottage at Country Crossing Neighborhood Phase A, Plat 1, and a Portion of Lakeside Subdivision No. 3 as of the date first above written.


W.L. HOMES, a Delaware Limited Liability Company, d.b.a., John Laing Homes-Utah Division.

By: 
 David R. Prolo
 Division President

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
 County of Salt Lake)

On the 5th day of July, 2001, personally appeared before me David R. Prolo, Division President, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of the limited liability company therein named, and who acknowledged to me that the company executed the same.

 **NOTARY PUBLIC
 LORETTA GRUNDTVIG**
 3334 Schorr Circle
 West Jordan, Utah 84084
 Commission Expires
 February 13, 2005
 STATE OF UTAH


 NOTARY PUBLIC